

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENEPEEKS, INC.		12/15/2016	Corporation:
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	12220 EL CAMINO REAL		
Internal Address:	SUITE 100		
City:	SAN DIEGO		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86614005	GENEPEEKS	
Serial Number:	87174616	GENEPEEKS PREVIDE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173106210		
Email:	moodye@gtlaw.com		
Correspondent Name:	Erin Moody		
Address Line 1:	ONE INTERNATIONAL PLACE		
Address Line 2:	C/O GREENBERG TRAUERIG, LLP		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	ERIN MOODY		
SIGNATURE:	/Erin Moody/		
DATE SIGNED:	12/20/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 15, 2016, by and among **WESTERN ALLIANCE BANK**, an Arizona corporation an office located at 12220 El Camino Real, Suite 100, San Diego, CA 92130, ("**Bank**") and **GENEPEEKS, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof, (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in, among other things, certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Grantor has agreed to grant to the Bank, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), whether now existing or hereinafter acquired or developed, including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, now or hereafter existing, created, acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include, among others, all registered Copyrights, Patents and Trademarks of Grantor on the date hereof and hereby covenants to promptly provide updates to such Exhibits to the Bank as and when applicable.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows]

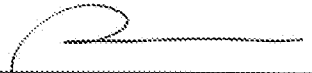
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

GENEPEEKS, INC.

GenePeeks, Inc.
2067 Massachusetts Avenue
Cambridge, MA 02140
Attn: Anne Morris ✱
EMAIL: amorris@
genepeeks.com

By:  _____

Title: President _____

BANK:

Address of Bank:

WESTERN ALLIANCE BANK

Bridge Bank, a division of Western Alliance
Bank
12220 El Camino Real, Suite 100
San Diego, CA 92130
Attn: Lindsay Schwallie
EMAIL: lindsay.schwallie@bridgebank.com

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

GENEPEEKS, INC.

GenePeeks, Inc.
2067 Massachusetts Avenue
Cambridge, MA 02140
Attn: Anne Morris
EMAIL: _____

By: _____


Title: _____

BANK:

Address of Bank:

WESTERN ALLIANCE BANK

Bridge Bank, a division of Western Alliance
Bank
12220 El Camino Real, Suite 100
San Diego, CA 92130
Attn: Lindsay Schwallie
EMAIL: lindsay.schwallie@bridgebank.com

By:  _____

Title: VP, Portfolio Management

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EPO – METHODS AND SYSTEMS FOR PRE-CONCEPTUAL PREDICTION OF PROGENY ATTRIBUTES	10825601.7	October 20, 2010
India – METHODS AND SYSTEMS FOR PRE-CONCEPTUAL PREDICTION OF PROGENY ATTRIBUTES	4250/CHENP/2012	October 20, 2010
USA – METHOD AND SYSTEM FOR SELECTING A DONOR OR REPRODUCTIVE PARTNER FOR A POTENTIAL PARENT	8,805,620	August 12, 2014
USA – METHOD AND SYSTEM FOR GENERATING A VIRTUAL PROGENY GENOME	8,620,594	December 31, 2013
USA – METHODS AND SYSTEMS FOR PRE-CONCEPTUAL PREDICTION OF PROGENY ATTRIBUTES	14/293,541	June 2, 2014
SYSTEM AND METHOD FOR THE COMPUTATIONAL PREDICTION OF EXPRESSION OF SINGLE-GENE PHENOTYPES	EP13859848.7	December 5, 2013
USA - SYSTEM AND METHOD FOR THE COMPUTATIONAL PREDICTION OF EXPRESSION OF SINGLE-GENE PHENOTYPES	14/649,796	June 4, 2015
HUMAN PERSONALITY AND BEHAVIORAL ANALYTICS	Before filing	

PCT - EVOLUTIONARY MODELS OF MULTIPLE SEQUENCE ALIGNMENTS TO PREDICT OFFSPRING FITNESS PRIOR TO CONCEPTION	PCT/US15/36016	June 16, 2015
EVOLUTIONARY MODELS OF MULTIPLE SEQUENCE ALIGNMENTS TO PREDICT OFFSPRING FITNESS PRIOR TO CONCEPTION	14/568,456	December 12, 2014
EVOLUTIONARY MODELS OF MULTIPLE SEQUENCE ALIGNMENTS TO PREDICT OFFSPRING FITNESS PRIOR TO CONCEPTION	14/886,520	October 19, 2015
SYSTEMS AND METHODS FOR PROVIDING IMPROVED PREDICTION OF CARRIER STATUS FOR SPINAL MUSCULAR ATROPHY	PCT/US16/34574	May 27, 2016
SYSTEMS AND METHODS FOR PRECONCEPTION PREVENTION OF SCHIZOPHRENIA	Before filing	
SYSTEMS AND METHODS FOR PRECONCEPTION PREVENTION OF AUTISM	Before filing	
DEVICE, SYSTEM AND METHOD FOR ASSESSING RISK OF VARIANT-SPECIFIC GENE DYSFUNCTION	PCT/US16/28818	April 22, 2016
DEVICE, SYSTEM AND METHOD FOR ASSESSING RISK OF VARIANT-SPECIFIC GENE DYSFUNCTION	15/136,093	April 22, 2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
“GENEPEEKS”	86614005	April 29, 2015
“GENEPEEKS PREVIDE”	87174616	September 17, 2016